



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD
WRIT PETITION NO. 1538 OF 2026

SHIVRAM VIJAYDATTA TRIVEDI

VERSUS

SOMENDRA UMADATTA TRIVEDI AND OTHERS

...

Mr. Sharad V. Natu, Advocate for the Petitioner.

Mr. Anand P. Bhandari, Advocate for Respondent No.1.

...

AND

WRIT PETITION NO. 1564 OF 2026

NIRMALABAI VIJAYDATTA TRIVEDI AND ANOTHER

VERSUS

SOMENDRA UMADATTA TRIVEDI AND OTHERS

...

Mr. Swapnil S. Rathi, Advocate for the Petitioners.

Mr. Anand P. Bhandari, Advocate for Respondent No.1.

...

CORAM : S. G. CHAPALGAONKAR, J.

DATED : 11th FEBRUARY, 2026.

P.C.:-

1. The present Writ Petitions are filed with following prayers:

“B. By issuing appropriate writ, order or direction in the nature of writ, the Judgment and Order dated 13.01.2026 passed by learned 3rd Joint Civil Judge Senior Division, Aurangabad in Special Civil Suit No.160/2020 below Exh.104, may kindly be quashed and set aside.”

2. In suit for partition and separate possession instituted by respondent no.1, Trial Court directed petitioners to deposit future rent receivable on monthly basis (including increased rent) in respect of suit property. Undisputedly, even plaintiff's claim is accepted, he would have 1/4th share in suit property. The Trial Court observed that presently rent receivable to

petitioners/defendants is Rs.9,00,000/- per month with clause for future increase.

3. Looking to controversy involved, order directing defendants to deposit entire rent receivable to them in Court cannot be countenanced. However, in interest of justice and to secure interest of plaintiff following order can be passed:

ORDER

a. Writ Petitions stand disposed of with direction to petitioners/defendant nos.3 to 5 to furnish bank guarantee of Rs.33,00,000/- (Rs.Thirty Three Lakhs only) before Trial Court payable against plaintiff's claim towards future mesne profit, if such claim is considered and granted. Such bank guarantee shall be kept live for period of one year from today.

b. The Trial Court shall endeavour to expeditiously decide suit and in any case within period of one year from today.

c. Parties to co-operate.

d. In case suit could not be decided despite due diligence of plaintiff within stipulated period, plaintiff would be at liberty to move for extension of interim arrangement till disposal of suit.

e. The petitioners to furnish bank guarantee within period of four weeks from today.

(S. G. CHAPALGAONKAR)
JUDGE